

BLANK ROME LLP  
Attorneys for Third-Party Defendants  
Jeremy J.O. Harwood (JH 9012)  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNDERWRITERS AT LLOYDS a/s/o  
YOUNGLIN B & A CO., LTD.,  
Plaintiff,

07 Civ. 6628 (PAC)

-against-

OCEAN WORLD LINES, INC.,  
Defendant.

OCEAN WORLD LINES, INC.,  
Third-Party Plaintiff,

-against-

ANL CONTAINER LINE PTY LIMITED t/a  
ANL; ANL SINGAPORE PTE LTD.,  
Third-Party Defendants.

**AFFIDAVIT IN SUPPORT OF MOTION FOR AN ORDER  
COMPELLING ARBITRATION AND FOR A STAY**

STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF NEW YORK )

JEREMY J.O. HARWOOD, being duly sworn, deposes and says:

1.     I am a member of the firm of BLANK ROME LLP, and lead counsel for Third-Party Defendants. I attest to the truth of the following facts based upon my review

of documents provided to me by my clients and its legal representatives and to the authenticity of the attached documents.

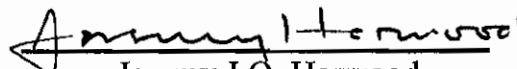
2. Defendant Ocean World Lines, Inc. ("OWL") by third-party complaint dated August 2, 2007 ("OWL Complaint") asserts ANL's direct liability to plaintiff Lloyd's in respect of alleged damage to cargo allegedly carried pursuant to an ANL bill of lading.

3. The only ANL Bill of Lading pertinent to the cargo identified in the OWL Complaint is dated May 22, 2006 (the "ANL B/L"). A true copy is Ex. A hereto.

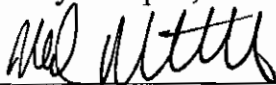
4. The ANL B/L contains on its reverse side an arbitration clause providing:

3. (3) (b) Any dispute arising out of or in connection with this bill of Lading, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one arbitrator to be appointed by the Chairman of the SIAC.

5. I attach as Ex. B hereto a true and enlarged copy of the arbitration clause in the ANL bill of lading.

  
Jeremy J.O. Harwood

Sworn to before me this  
9th day of April, 2008



Notary Public

NEAL MITCHELL  
Notary Public, State of New York  
No. 01M1614408  
Qualified in New York County  
Commission Expires Aug. 16, 2010